

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2004

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance J.K

AGENDA ITEM WORDING: Approval of a Contract Amendment with Synagro Southeast Inc. increasing the contract price for the operation and maintenance of the wastewater treatment plant at the Roth Building by the CPI-U.

ITEM BACKGROUND: Per letter dated June 30, 2004, Synagro is requesting an annual adjustment to contract rates based on the Consumer Price Index for all Urban Consumers, in accordance with Article 6 B of the original contract dated May 15, 2002. The adjustment shall be for the contract period commencing June 1, 2004, and expiring on May 31, 2005.

PREVIOUS RELEVANT BOCC ACTION: On May 15, 2002, the BOCC granted approval to award bid and enter into a contract with Synagro of Florida – Anti-Pollution, Inc., and on May 21, 2003 the BOCC approved the first of two one-year options to renew the contract, and on April 21, 2004 the BOCC approved the final option to renew.

CONTRACT/AGREEMENT CHANGES: Fees increase by the CPI-U as of May, 2004, of 3.1% commencing June 1, 2004, and expiring May 31, 2005.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$14,011.32 oper & maint
\$46.40 per hour repairs – regular hours
\$69.59 emergency calls – overtime
Cost + 20% for materials
Cost + 20% sludge removal

BUDGETED: Yes X No

COST TO COUNTY: Same as Above

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Dent Pierce, Director Public Works

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C2

CONTRACT SUMMARY

for BOCC meeting on 08/18/04 Agenda Deadline: 08/03/04

Comments: _____

CONTRACT AMENDMENT

Operation and Maintenance Sewage Treatment Plant at the Roth Building (Old Mariners Hospital)

THIS Amendment is made and entered into this 18th day of August, 2004 between MONROE COUNTY, FLORIDA and SYNAGRO SOUTHEAST INC. in order to amend the agreement between the parties dated May 15, 2002, and as renewed on May 21st, 2003, and April 21, 2004 (copies which are incorporated hereto by reference), as follows:

1. In accordance with Article 6 B of the original agreement dated May 15, 2002, the Contractor requests an annual adjustment in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve months available.
2. The Contract Sum shall increase by the CPI-U of 3.1% as follows:
 - Monthly Operation and Maintenance Services from \$1,132.50 per month to \$1,167.61.
 - Repairs during normal working hours beyond the \$500.00 limit from \$45.00 per hour to \$46.40 per hour.
 - Repairs during overtime hours including weekends and holidays from \$67.50 per hour to \$69.59 per hour.
3. In all other respects, the original agreement between the parties dated May 15, 2002, and as renewed on May 21, 2003, and April 21, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____

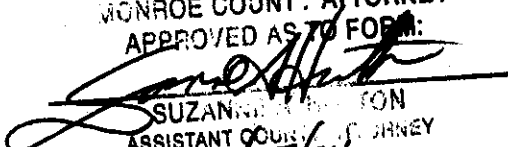
Witness

SYNAGRO SOUTHEAST, INC.

Witness

By: _____

Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE H. BURTON
ASSISTANT COUNTY ATTORNEY
Date 7/27/04

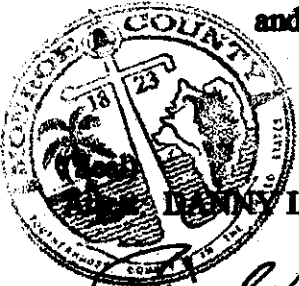
RENEWAL AGREEMENT

Operation and Maintenance Sewage Treatment Plant at the Roth Building (Old Mariners Hospital)

THIS Renewal is made and entered into this 21st day of April, 2004 between MONROE COUNTY, FLORIDA and SYNAGRO SOUTHEAST INC. WHEREAS, it is desired to renew the agreement between the parties dated May 15, 2002, as previously renewed on May 21st, 2003, (copies which are incorporated hereto by reference), NOW THEREFORE, the parties agree as follows:

1. Formally change the name of the contract to reflect corporate restructuring from Synagro of Florida, Anti-Pollution, Inc. to Synagro Southeast, Inc.
2. In accordance with Article 6 B of the original agreement dated May 15, 2002, the County wishes to exercise the final option to renew the Agreement for a one-year period.
3. The term of the renewed agreement will commence on June 1, 2004 and terminate on May 31, 2005.
4. In all other respects, the original agreement between the parties dated May 15, 2002, and as renewed on May 21, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



DANNY L KOLHAGE, CLERK

By

[Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

[Signature]

[Signature]
Witness

[Signature]
Witness

SYNAGRO SOUTHEAST, INC.

By

[Signature]

[Signature]
Title

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM

[Signature]
ANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
3/30/04

RENEWAL AGREEMENT

(Operation and Maintenance Sewage Treatment Plant at the Old Mariners Hospital)

THIS Renewal is made and entered into this 21st day of May 2003, between MONROE COUNTY, FLORIDA and SYNAGRO OF FLORIDA - ANTI-POLLUTION, INC. in order to renew the agreement between the parties dated May 15, 2002 (a copy with is incorporated hereto by reference), as follows:

1. In accordance with Article 6 B of the original agreement dated May 15, 2002, the County wishes to exercise the option to renew the Agreement for the first of two one-year periods.
2. The term of the renewed agreement will commence on June 1, 2003 and terminate on May 31, 2004.
3. In all other respects, the original agreement between the parties dated May 15, 2002 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



Attest: DANNY L KOLHAGE, CLERK

By: *[Signature]*

Deputy Clerk

[Signature]
Witness

[Signature]
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*

SYNAGRO OF FLORIDA-ANTI-POLLUTION, INC.

By: *[Signature]*

DAVID L. GIVENS Senior Operations Manager
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: *[Signature]*

BOLANNE A. HUTTON

DATE: *5/02/03*

RECEIVED

JUL 01 2003

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of May, 2002, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes call the "owner"), and Synagro of Florida - Anti-Pollution, Inc., (hereinafter called the "Contractor").

That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. **THE CONTRACT**

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

2. **THE CONTRACT DOCUMENTS**

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

3. **SCOPE OF THE WORK**

The Contractor shall provide operation & maintenance, repairs, and all services to comply with DEP requirements, including all necessary supplies and equipment required in the performance of same, and perform all of the work described in the Contract Specifications entitled:

**Operation & Maintenance
Sewage Treatment Plant
The Old Mariners Hospital
Monroe County, Tavernier, Florida**

And his bid dated April 11, 2002, each attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

4. **THE CONTRACT SUM**

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve (12) months. The Contractor shall invoice the County monthly for sewage treatment plant operation and maintenance performed under the Specifications contained herein. The Contract price (as stated in the Contractor's proposal) must be invoiced as follows:

- Monthly Operation and Maintenance Services (as outlined in the contract specifications) \$1,132.50 per month
- Repairs (routine, prior approval required). Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, beyond the \$500.00 limit \$ 45.00 per hour
- Emergency service call. Overtime rate for hours

other than the normal working hours as stated above, including weekends and holidays

\$ 67.50 per hour

- Handling fee for parts required for operation, maintenance, repairs, and emergency service
- Sludge removal (beyond four per year required as regular maintenance)

Cost + 20 %

Cost + 20 %

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

6. TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one (1) year, commencing June 1, 2002 and terminating May 31, 2003 .
- B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

7. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including

death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

8. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

9. ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

10. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

11. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of,

such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

12. INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, ED1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

13. FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

14. PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

15. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Monroe County Facilities Maintenance
3583 S. Roosevelt Blvd.
Key West, FL 33040

FOR CONTRACTOR
Synagro of Florida - Anti-
Pollution, Inc.
89111 Overseas Highway
Tavernier, FL 33070

16. CANCELLATION

- A) In the event that the Contractor shall be found to be negligent in any aspect of plant operation, maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

17.

GOVERNING LAW

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

18.

CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.



DANNY L. KOLHAGE, CLERK

By:

James Hancock

Deputy Clerk

Date:

May 15, 2002

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:

[Signature]
Mayor/Chairman

(SEAL)

Attest:

By:

Nancy Johnson

WITNESS

Title:

Admin Asst

CONTRACTOR

Synagro of Florida - Anti-Pollution, Inc.

By:

[Signature]

Title:

OPERATIONS DIRECTOR

By:

James Johnson

WITNESS

Title:

Admin Asst.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
ROBERT N. WOLFE
DATE *5-1-02*